

MAGELLAN PIPELINE COMPANY, L.P.

IN CONNECTION WITH PARTICIPATING CARRIERS SHOWN HEREIN

JOINT PIPELINE TARIFF

CONTAINING

RULES AND REGULATIONS

GOVERNING THE TRANSPORTATION AND HANDLING

OF

PETROLEUM PRODUCTS

TRANSPORTED BY PIPELINE

Issued under authority of 18 CFR 342.3, indexation and 18 CFR 342.4 (b) – *market based* pursuant to the Commission's Order on Application for Market Power Determination, Longhorn Partners Pipeline, L.P., Docket No. OR98-12-000, issued June 30, 1998 and 18 CFR 342.4 (b) – *market based* pursuant to the Commission's Order on Application for Market Power Determination, Chevron Pipe Line Company, Docket No. OR00-6-000, issued April 25, 2001 and 18 CFR 342.4(b) – *market based* pursuant to the Commission's finding of lack of market power in Opinion No. 391 (68 FERC & 61,136) and in Opinion No. 391-A (71 FERC & 61,291).

This Tariff shall apply only to those tariffs, which specifically incorporate this Tariff by reference; such reference includes supplements to this Tariff and successive reissues thereof.

The rates named in this Tariff are expressed in cents a barrel of 42 U.S. Gallons and are subject to change as provided by law.

The matter published herein will have no adverse effect on the quality of the human environment.

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PARTICIPATING CARRIERS

Explorer Pipeline Company

GENERAL RULES AND REGULATIONS

ITEM 1 - METHOD OF CANCELING ITEMS

As a tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff or in a supplement. Letter suffixes will be used in alphabetical sequence starting with A.

EXAMPLE - Item 60-A cancels Items 60; and Item 90-B cancels 90-A in a prior supplement, which, in turn, canceled Item 90.

ITEM 5 - METHOD OF DENOTING REISSUED MATTER IN SUPPLEMENTS

Matter brought forward without change from one supplement to another will be designated as "Reissued" by a reference mark in the form of a square enclosing a number, the number being that of the supplement in which the reissued matter first appeared in its currently effective form. To determine the supplement's original effective date, refer to the explanation of reference marks of the supplement. For further details, consult the supplement in which the reissued matter first became effective.

ITEM 10 - REFERENCE TO ITEMS, NOTES, RULES, ETC.

When reference is made in a tariff or supplements thereof, to items, notes, rules, etc., such references are continuous and include supplements to and successive reissues of such items, notes, rules, etc.

ITEM 15 – DEFINITIONS

"API Gravity" means gravity determined in accordance with ASTM Designation D-287-92 or latest revision thereof.

"ASTM Color" means color determined by the ASTM Standard method of test ASTM Designation D-1500-91 or latest revision thereof.

"ATLAS" means Automated Transportation Logistics Activity System. ATLAS is a computerized information system to which all Shippers have access upon request. ATLAS enables Shippers to nominate and release product and to monitor and coordinate the movement of Petroleum Products while on Magellan Pipeline System.

"Barrel" means forty-two (42) United States gallons at sixty (60) degrees Fahrenheit.

"Batch" means a quantity of petroleum product of like specifications moved through the pipeline as an identifiable unit.

"Carrier" means and refers to Magellan Pipeline Company, L.P. (MPL) and other carriers participating herein.

"Consignee" means and refers to the party having ownership of Petroleum Product transferred to them.

"Consignor" means the party, which tendered Petroleum Products to Carrier.

"Destination" means the facility of Carrier at which Carrier delivers Petroleum Products out of Carrier's pipeline or terminal not owned by MPL to which Petroleum Products are delivered from Carrier's pipeline.

"Final Delivery" means a delivery of a batch or the remainder thereof so that the batch is completely removed from the mainline and held in either carrier's tankage or consignee's facilities or delivered into the facilities of other carriers.

"Fungible Batch" means a batch of petroleum product meeting Carrier's specifications, which may be commingled with other batches of petroleum product meeting the same specifications.

"Interface Mixture" is that mixture which occurs in normal pipeline operations between batches of petroleum products having different specifications.

"Inventory Owner" means and refers to the party, either Shipper or Consignee, holding title to Petroleum Product(s) in Carrier's terminal.

"Minimum Allocation" means the minimum level of Open Stock Petroleum Product inventory required in order for an Inventory Owner to maintain active withdrawal privileges at Carrier's terminal facilities.

"Open Stock Petroleum Product" means the commodity grades of Petroleum Products, as defined by Item 20 that the Carrier transports under Open Stock Status.

GENERAL RULES AND REGULATIONS

ITEM 15 - DEFINITIONS (continued)

"Open Stock Status" means that a Shipper may withdraw at a Carrier Destination the same quantity of the Petroleum Product which Carrier is receiving at a Carrier Origin from Shipper on the same day if both Shipper's and Carrier's inventories are sufficient as stated in Item 85.

"Origin" means the facility of Carrier at which Carrier receives Petroleum Products into Carrier's pipeline.

"Origin Release" means the written commitment of a Consignor to schedule a batch of Petroleum Products into Carrier's facilities.

"Shipment" means a volume of products offered to and accepted by Carrier for transportation.

"Petroleum Products" means the commodities more specifically defined in Item 20 and meeting the specifications referenced in Item 25.

"Shipment Request" represents a commitment by an established Shipper to receive Petroleum Product from an Origin point into the Carrier's system.

"Shipper" means the party who contracts with the Carrier for transportation and/or terminaling of Petroleum Products pursuant to the terms of this tariff.

"Tender" means an offer by a Shipper to a Carrier of a stated quantity of Petroleum Products from a specified Origin or Origins to a specified Destination or Destinations pursuant to the terms of this tariff.

"Transit Time" means the time a shipment would take to move from Origin to Destination.

ITEM 20 - PETROLEUM PRODUCTS DEFINED

Where the term Petroleum Products is used, the same refers to:

Unleaded Gasolines
Jet Fuels – Commercial

Diesel Fuel Distillates
Jet Fuels – Military

ITEM 25 - PRODUCTS ACCEPTANCE SPECIFICATIONS

Petroleum Products shall be accepted for transportation only when such Petroleum Products meet all required specifications as uniformly established by Carrier. All of the required specifications for Petroleum Products shall be issued from time to time in the manner and to the extent appropriate to facilitate the efficient and economical use and operation of the Carrier's facilities and to reasonably accommodate Shipper's needs for transportation.

Carrier shall have no obligation to accept Petroleum Products for transportation hereunder unless such products are free from water and other impurities; have a color not darker than No. 3 ASTM (except that gasolines to which artificial coloring has been added will be accepted for transportation regardless of color); have a vapor pressure not more than 15 pounds absolute at 100 degrees Fahrenheit; have an API gravity at 60 degrees Fahrenheit, not less than 20 degrees and not more than 80 degrees; a viscosity not more than 4.3 centistokes at 100 degrees Fahrenheit; and meet all required specifications as uniformly established, published, and filed with Federal Energy Regulatory Commission by Carrier. Copies of the specifications will be provided upon request.

Carrier will require the Shipper to furnish certified laboratory reports showing the results of tests of the Petroleum Products offered for transportation. Carrier may also make such tests of the Petroleum Products as it deems necessary.

Petroleum Products containing blending components other than pure hydrocarbons or that pose a personal health hazard to Carrier's employees are not acceptable for transportation unless Shipper notifies Carrier of the identification and concentration of such components and has received Carrier's agreement to transport such blended Petroleum Products before they enter Carrier's system. Shipper must report type and percent by volume of all non-hydrocarbon, blending components.

ITEM 28 – TRANSMIX HANDLING – MPL

For movements under F.E.R.C. No. 166.11.0, Item 300, any transmix occurring in the Carrier's system that cannot be combined with compatible products shall be retained in Carrier's custody for disposal by the Carrier on behalf of the Shippers to ensure efficient operations of the pipeline.

The total Transmix accumulated in Carrier's system will be allocated to all Shipper's in proportion to each Shipper's barrels received into the system from all Shipper's in a calendar month. Carrier shall dispose of the Transmix for Shippers and provide each Shipper's net proceeds from the disposition of the Transmix.

GENERAL RULES AND REGULATIONS

ITEM 30 - VOLUME CORRECTIONS AND TENDER DEDUCTIONS

SECTION A. Quantities at origin and destination shall be determined either by meter and/or gauging computations from certified tank tables corrected to temperature of 60 degrees Fahrenheit in accordance with API Standard 2540 Table 6A or 6B (whichever is applicable) or latest revisions thereof, and a pressure of zero psi gauge by use of API Standard 1101 or latest revisions thereof. Shipper or Consignee may have representatives present during testing, meter reading, calibration and gauging. Full deductions will be made for all water and other impurities in products received or delivered.

SECTION B. A tender deduction of (0.1%) by volume will be made on the quantity of Petroleum Products accepted for transportation under Item 210 of F.E.R.C. No. 166.11.0, supplements thereto and reissues thereof. A tender deduction of (0.15%) by volume will be made on the quantity of Petroleum Products accepted for transportation under Item 300 of F.E.R.C. No. 166.9.0, supplements thereto and reissues thereof. Carrier will only be accountable for delivery of that quantity of Petroleum Products accepted for transportation after the tender deduction.

SECTION C. Product downgrades associated with handling multiple grades of distillate products that have varied sulfur levels will be allocated to shippers.

SECTION D. In addition to Section B herein, for any volumes delivered to Belen Station, NM or Albuquerque Station, NM, an additional overage and/or shortage will be calculated and will be the sole responsibility of the Shipper. At the end of each year, Carrier will calculate the total overage or shortage by product type on the pipeline segment between El Paso Station, TX and Albuquerque Station, NM. Carrier shall invoice or reimburse Shipper for its proportional share of any overage or shortage.

ITEM 35 – COMMODITY

Carrier is engaged in the transportation of Petroleum Products specified and described in Item 20 and therefore will not accept any other commodities for transportation. No petroleum products will be received for transportation except good merchantable petroleum products of substantially the same kind and quality as that being currently transported through the same facilities for other Shippers. Consignor and Shipper warrant to Carrier that any petroleum products tendered to Carrier conform with the specifications for such products and are merchantable. Petroleum products of substantially different grade or quality will be transported only in such quantities and upon such terms and conditions as Carrier and Shipper may agree.

ITEM 40 - TESTING AND MEASURING

Petroleum products shall be accepted for transportation only when such products meet all required specifications as uniformly established by Carrier as stated in the following documents and found at the public website www.magellanlp.com/specs.asp or on request. Each Product Grade Document and its effective date or revision date are identified below.

<u>PRODUCT GRADE DOCUMENT TITLE</u>	<u>EFFECTIVE DATE</u>
A-Grade Premium Unleaded Gasoline	[W] <u>12/1/15</u> 10/22/14
A1-Grade Premium Unleaded Gasoline Low RVP	[W] <u>12/1/15</u> 11/25/14
A1X-Grade Premium Unleaded Gasoline Export ²	[W] <u>12/1/15</u> 11/25/14
A3-Grade Premium Unleaded Gasoline	[W] <u>12/1/15</u> 11/25/14
AR-Grade RBOB Premium Gasoline Blendstock ¹	[W] <u>12/1/15</u> 11/25/14
AZ6 – Arizona Premium Winter CBG ²	[W] <u>12/1/15</u> 10/22/14
D-Grade Premium Diesel Fuel	[W] <u>12/1/15</u> 9/15/14
MP – Grade Premium Sub-grade 88.5 Octane ²	[W] <u>12/1/15</u> 7/1/15
NEP- Unleaded Regular Gasoline 87 Octane ²	10/22/14
NR-Grade RBOB Regular Gasoline Blendstock ¹	[W] <u>12/1/15</u> 10/22/14
NZ6 – Arizona Winter CBG ²	[W] <u>12/1/15</u> 10/22/14
Q-Grade Commercial Jet Fuel	2/19/14
V-Grade Sub-Octane Unleaded Gasoline	[W] <u>12/1/15</u> 5/20/15
V8-Grade Sub-Octane Unleaded High RVP	[W] <u>12/1/15</u> 5/20/15
V66-Grade Sub-Octane Gasoline 6.6 RVP	[W] <u>12/1/15</u> 5/20/15
W-Grade Natural Gasoline	12/31/08
X -Grade Ultra Low Sulfur Diesel Fuel	[W] <u>12/1/15</u> 7/1/15
Y-Grade No. 1 Diesel Fuel	[W] <u>12/1/15</u> 8/13/14

Notification to Shippers of changes in these documents are made via this tariff. If a prospective Shipper should desire current specifications they may access the website mentioned above. Demonstration of conformance with the product specifications shall be made through the submission of a Certificate of Analysis that accurately represents the product characteristics. Accuracy of the Certificate of Analysis is the sole responsibility of the party who establishes the Origin Release. Costs associated with handling, distribution, and disposal of products that enter the system that do not meet the product specifications shall be borne entirely by the party who establishes the Origin Release.

¹ Product grades for delivery at St Charles, MO only

² Product grades for delivery in Texas or New Mexico only

GENERAL RULES AND REGULATIONS

ITEM 45 - SCHEDULING OF SHIPMENTS

Petroleum Products shall be accepted for transportation at such time as Petroleum Products of the same specifications are currently being transported from point of Origin to a Destination or Destinations in accordance with schedules of shipments and consignments to be issued from time to time to each Consignor by the Carrier. Such schedules may be modified from time to time in the manner and to the extent reasonably desirable to facilitate the efficient and economical use and operation of the Carrier's facilities and to reasonably accommodate Consignor's needs for transportation. Shippers can distribute shipments to MPL Destinations by designating specific locations or by selecting automatic shipment distribution. Automatic shipment distribution is the distribution of Shippers' volumes on a system-wide basis to even out the days supply based on historical weighted average loadings to all valid locations where the Shipper conducts business. Shippers may specify Destinations by Origin and Grade for automatic shipment distribution. Shippers may elect to utilize Carrier's "ATLAS" system to schedule shipments.

Any shipper desiring to tender petroleum products for transportation hereunder shall on or before the 10th day of the month give written notice on forms acceptable to the carrier of origin and destination of products to be shipped for an ensuing 2-month period. Unless such notification is made, the carrier shall be under no obligation to accept Petroleum Products from such Shipper.

Carrier will prepare and furnish to each Shipper, schedules showing the estimated time that each shipment will be received for transportation at origin points and the estimated time of arrival at destinations. Such schedules may be revised from time to time to the extent reasonably desirable to facilitate the efficient and economical use and operation of Carrier's facilities and to accommodate Shipper's needs for transportation. Carrier will furnish shipper-revised schedules when issued.

Shipper shall have each shipment available in tankage connected to carrier's origin points at least eight hours before the scheduled time for receipt by Carrier. When a product is not available in tankage within the time limits as aforesaid, acceptance of said product will be at the discretion of the Carrier.

In the event the carrier has accepted Petroleum Products for transportation in reliance upon Shipper's representations as to acceptance at destination, and there is failure to take such Petroleum Products at destination as provided then and in such event, Carrier shall have the right, on 24-hour notice to Shipper, to divert, reassign, or make whatever arrangements for disposition of the Petroleum Products it deems appropriate to clear its pipeline including the right to sell the Petroleum Products at a private sale for the best price obtainable. The Carrier may be a purchaser at such sale. Out of the proceeds of said sale, Carrier may pay itself all transportation charges and other necessary expense of caring for and maintaining the Petroleum Products and the balance shall be held for whomsoever may be lawfully entitled thereto.

ITEM 50 - PRORATION OF PIPELINE CAPACITY

SECTION A. EXPLORER PIPELINE SYSTEM

When the total volume offered for shipment in accordance with Item 45 is greater than can be transported within the period covered by such offers, Petroleum Products offered by each Shipper for transportation will be transported in such quantities and at such times to the limit of Carrier's capacity so as to avoid discrimination among shippers. Each segment of mainline or lateral line will be separately prorated if necessary. Space in each segment will be allocated among "regular shippers" and any "new shipper" as follows:

The forecast volumes for each regular Shipper and new Shipper shall be totaled and divided into line capacity. The resultant fraction will be the "proration factor." Each new Shipper shall be allocated space equal to its forecast volumes multiplied by the proration factor. The remaining capacity shall be allocated among regular Shippers in proportion to their base period shipments.

The "base period" is a period of 12 months beginning 14 months prior to the month of allocation and excluding the two months next preceding the month of allocation. A "regular Shipper" is any Shipper who received deliveries during the first month of the base period, or who previously has been classified as a regular shipper and who continued to receive deliveries in any one or more months of any succeeding base period. A "new Shipper" is a Shipper who does not qualify as a regular Shipper under the above definition.

SECTION B. MPL SYSTEM

When the total of the various commodities offered for Shipment on Carrier's facilities, in accordance with the procedures for scheduling of Shipments, is greater than can be transported within the period covered by such schedules, then commodities offered by each Shipper, including any Shipper, for transportation will be transported in such quantities and at such times, to the limit of Carrier's normal operating capacity, so as to avoid unjust discrimination or undue preference among Shippers and to fulfill requirements of governmental agencies.

GENERAL RULES AND REGULATIONS

ITEM 50 - PRORATION OF PIPELINE CAPACITY (Continued)

System-wide pipeline operating capacity, as determined by Carrier, will be allocated based on Inventory Owner's historical loadings at Carrier's facilities and deliveries to offline facilities. An Inventory Owner's maximum inventory balance will be controlled using an allocation method which will be based on the moving average of the Inventory Owner's daily rack deliveries and deliveries to offline facilities for each Petroleum Product covering thirty (30) days.

A new Shipper (i.e., a Shipper without a loading history over the preceding twelve (12) months) shall be allocated capacity sufficient to permit a minimum shipment as defined in Item 95. All subsequent allocations of capacity shall be based on the loading history developed by the Shipper after Transit Time has elapsed in accordance with the inventory controls provisions of Item 85.

ITEM 55 - RATES APPLICABLE

Petroleum products transported shall be subject to rules and rates in effect on the date such petroleum products are received by the carrier. Rules and rates changes begin at 12:00 A.M. Central Time Zone on the effective date of the tariff or any supplements thereto.

ITEM 60 - ACCEPTANCE FREE FROM LIENS AND CHARGES

An offer of petroleum products for shipment shall be deemed a warranty of title by the party offering, but acceptance shall not be deemed a representation by the carrier as to title. The carrier may, in the absence of adequate security, decline to receive any petroleum products which are in litigation, or as to which a dispute over title may exist, or which are encumbered by a lien. Further, Carrier may require Shipper's proof of perfect and unencumbered title or a satisfactory indemnity bond.

ITEM 65 - CORROSION INHIBITORS

Consignor may be required to inject oil-soluble corrosion inhibitor, approved by Carrier, in the Petroleum Products to be transported. All products shipped, with the exception of all grades of Aviation Kerosene, are required to meet a minimum level of corrosion protection. The concentration of inhibitor dosage will be controlled to meet a minimum rating of B+ (less than 5% of test surface rusted) as determined by NACE Standard TM0172-86, Test Method-Antirust Properties of Petroleum Products Pipeline Cargoes or latest revisions thereof.

ITEM 70 - FACILITIES REQUIRED AT ORIGIN AND DESTINATION

SECTION A. Shipper shall furnish facilities to deliver Petroleum Products to the Carrier's manifold at origin points at a compatible pressure and at a pumping rate equal to Carrier's full line pumping rate or injection rate, if applicable.

SECTION B. The Carrier will not provide storage or loading facilities at Destinations designated with a †. No duty to transport will arise until evidence satisfactory to the Carrier has been furnished that Shipper has provided necessary facilities to which Carrier is connected at destination capable of receiving such shipments without delay at pressures and at pumping rates required by Carrier, and has made necessary arrangements for accepting delivery of shipments promptly on arrival at destination. The Shipper or Consignee shall have the sole duty to open valves into such delivery tankage, to determine that sufficient storage space is available to receive deliveries and to make all other necessary arrangements for the safe and proper receipt of Petroleum Products.

SECTION C. In the event Consignor or Consignee fails to provide adequate facilities at the Destination for receipt as provided in Section A hereof, Carrier shall have the right, on 24 hours notice, to divert or reconsign, subject to the rates, rules and regulations applicable from point of Origin to actual final Destination, or make whatever arrangements for disposition as are deemed appropriate to clear the Carrier's facilities, including the right of private sale for the best price reasonably obtainable. The Carrier may be a purchaser at such sale. Out of the proceeds of said sale, the Carrier shall pay itself all transportation and other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the Petroleum Products until disposed of and the balance shall be held for whomsoever may be lawfully entitled thereto.

GENERAL RULES AND REGULATIONS

ITEM 75 - PAYMENT OF TRANSPORTATION AND OTHER CHARGES

The transportation and all other applicable lawful charges, except demurrage charges, accruing on Petroleum Products accepted for transportation shall be paid before release of Petroleum Products from the custody of Carrier. If required by Carrier, Shipper shall either prepay all such charges or furnish guaranty of payment satisfactory to Carrier. Petroleum Products accepted for transportation shall be subject to a carrier's lien, as provided by Article 7 of 12A Okla. Stat. (as such article may be amended from time to time), for all applicable, lawful charges.

If such charges are not paid by the due date stated on the invoice, the balance due on the entire past due balance (including principal and accumulated but unpaid finance charges) shall bear interest from that due date until paid in full at the rate equal to the lesser of one hundred twenty-five percent (125%) of the prime rate of interest charged by Citibank N.A., New York, New York as of the due date or the maximum finance charge rate allowed by law.

In addition to all other liens, statutory or otherwise, to which Carrier is entitled and unless the following grant is expressly prohibited by the terms of one or more security agreements or credit agreements creating prior, perfected security interests in the hereinafter-defined Collateral, Shipper hereby grants to Carrier a first priority, continuous and continuing security interest in all of the following, whether now or hereafter existing or acquired, as collateral for the prompt and complete payment and performance of Shipper's Obligations (as defined below): (a) All Petroleum Products accepted by Carrier for transportation, terminaling, storage, or otherwise; (b) all other property of Shipper now in the possession of and at any time and from time to time hereafter delivered to Carrier or its agents; (c) all of Shipper's pre-payments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing; and (d) all products and proceeds of any of the foregoing property in any form. The property described or referred to in subsections (a) through (c) above is collectively referred to as the "Collateral." This grant secures the following (collectively the "Obligations"): (a) all antecedent, current and future transportation, storage, terminaling, special, ancillary and other lawful charges arising under or related to this tariff or the contracts entered into in connection with this tariff; (b) the repayment of any amounts that Carrier may advance or spend for the maintenance, storage or preservation of the Collateral; (c) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; and (d) all other amounts now or in the future owed by Shipper to Carrier, whether or not of the same kind or class as the other obligations owed by Shipper to Carrier. Shipper authorizes Carrier to file such financing statements or other documents necessary to perfect and maintain the security interest herein granted.

Upon a default by the Shipper under this tariff or the contracts entered into in connection with this tariff, Carrier may, without further notice, setoff (including by set off, offset, recoupment, combination of accounts, deduction, retention, counterclaim, or withholding across or within each or all of such tariff and contracts, collectively "Setoff") (a) any amounts owed by Carrier to the Shipper under any other agreements, instruments or undertakings between the Shipper and Carrier against (b) any amounts owed by the Shipper to Carrier under any other agreements, instruments or undertakings between the Shipper and Carrier. Carrier shall give the Shipper notice of any Setoff pursuant to this paragraph, as soon as practicable thereafter, provided that failure to give such notice shall not affect the validity of the Setoff.

This item shall be construed in accordance with and governed by the laws of the State of Oklahoma (including without limitation the Uniform Commercial Code, 12A Okla. Stat. § 1-101 et seq., as it may be amended from time to time), without regard to any choice of law rules which may direct the application of the laws of any other jurisdiction.

ITEM 80 - TAX REGISTRATION

Consignors and Consignees shall be required to provide proof of registration with or tax exemption from the appropriate Federal and/or State tax authorities related to the collection and payment of fuels excise tax or other similar taxes, levies, or assessments. Failure of the Consignor and Consignee to do so shall not relieve the Consignor or Consignee from the obligation to pay any such tax, levy, or assessment. Any tax, levy, assessment, or other charge imposed by such authority against Carrier as the result of such failure shall be collected by Carrier under the provisions of Item 75.

ITEM 85 - WITHDRAWALS FROM TERMINAL FACILITIES - MAGELLAN PIPELINE SYSTEM

If a Consignor ships and consigns to Destinations where the Carrier provides terminal facilities in accordance with the schedules of shipments furnished by the Carrier, Carrier may permit the Consignee to withdraw such consignments from Carrier's terminal beginning at any time after the acceptance of the shipment for transportation. In order for the Inventory Owner to immediately withdraw its inventory of Open Stock Petroleum Products, the Inventory Owner must maintain a minimum inventory balance, herein referred to as a Minimum Allocation. An Inventory Owner's Minimum Allocation is calculated by applying the Inventory Owner's percentage of overall demand from all Carriers' terminals and offline deliveries for a specific Open Stock Petroleum Product against Carrier's system inventory required to maintain Open Stock Status for such Open Stock Petroleum Product. In no event will the calculation of an individual Inventory Owner's Minimum Allocation be less than the minimum inventory levels for each Open Stock Petroleum Product established by the Carrier for all Inventory Owners which are actively utilizing the Carrier's terminal facilities. Consignments in Carrier's system which fulfill an Inventory Owner's Minimum Allocation will be charged an initial transportation rate of [U] 152.25 cents per barrel. An Inventory Owner's Minimum Allocation requirement will be updated on the first (1st) day of every month based on the immediately preceding thirty (30) day period during which Open Stock Petroleum Product withdrawal privileges were in effect. Inventory Owners have until midnight of the seventh (7th) calendar day of every month to satisfy their Minimum Allocation obligation.

GENERAL RULES AND REGULATIONS

ITEM 85 - WITHDRAWALS FROM TERMINAL FACILITIES - MAGELLAN PIPELINE SYSTEM (Continued)

New Inventory Owners will be required to submit a loading forecast, which will be used to calculate an initial Minimum Allocation for each Open Stock Petroleum Product. A new Inventory Owner's withdrawals will be monitored during the first (1st) month and the associated Minimum Allocation may be adjusted by the Carrier, if necessary.

An Inventory Owner with an inventory balance less than its Minimum Allocation will be deemed inactive and will not be allowed to withdraw Open Stock Petroleum Product from Carrier's terminal facilities until the first (1st) day of the month following the month during which the Inventory Owner has provided sufficient inventory to meet its Minimum Allocation which was in effect immediately prior to the suspension of its withdrawal privileges. If an Inventory Owner thereafter fails or refuses to ship in accordance with the schedule of shipments furnished by the Carrier or fails to maintain its Minimum Allocation, Carrier may suspend, until further notice, Open Stock Status for such Inventory Owner.

Subject to Items 75 and 200, Minimum Allocation may be withdrawn from the system coincidental with the monthly adjustment to all Inventory Owners' Minimum Allocations after the seventh (7th) calendar day of the month following the month in which Carrier receives written notification of Inventory Owner's intent to discontinue shipments under this Item.

Withdrawals of Non-Open Stock Petroleum Products from Carrier's terminal facilities will be permitted after the shipment has sustained its associated Transit Time from the shipment's Origin to Destination. In addition, Carrier may require Inventory Owner to maintain minimum inventory on Non-Open Stock products.

Inventory Owners and associated authorized suppliers shall be permitted to withdraw Petroleum Products at Carrier's terminals only if positive inventory is maintained at that location, regardless of the Inventory Owner's system-wide status. If an Inventory Owner's balance at a location reaches zero, rack deliveries can be suspended until the Inventory Owner replenished its product inventory at the location.

In case of events or circumstances which prevent or threaten to prevent normal transportation and delivery of consignments to a Destination or Destinations, Open Stock Status may be suspended or controlled as to all Inventory Owners at such Destination or Destinations until further notice. When Open Stock Status has been suspended as to any Inventory Owner at a Destination or Destinations, further withdrawals may not be made from a consignment until its physical delivery into terminal facilities at such Destination.

ITEM 90 - PIPEAGE CONTRACTS REQUIRED

Separate pipeage contracts in accordance with this tariff and these regulations covering further details may be required of a Shipper before any duty to transport shall arise.

ITEM 95 - MINIMUM SHIPMENT

The minimum quantity of Petroleum Products which will be accepted at point of origin by the Carrier from one Shipper as a batch shall be 50,000 Barrels.

The minimum quantity of Petroleum Product which will be accepted at points of origin by the Carrier from one Shipper for participation in a fungible batch shall be 25,000 Barrels; provided, however, that the minimum quantity of a fungible batch traversing the mainline shall be 50,000 Barrels.

ITEM 100 - MINIMUM CONSIGNMENT

SECTION A. A consignment of Petroleum Products of the same specifications may be made as provided in Section B herein to one Consignee at any Destination on the MPL system or any point directly intermediate thereto, or to any Destination on other pipelines named in tariffs issued by or concurred in by MPL which are lawfully on file with the F.E.R.C. or State Commissions, subject to the rates, rules and regulations applicable from point of Origin to final Destination.

SECTION B. A consignment of Petroleum Products of the same specifications may be made as follows:

(1) Except as otherwise provided, a minimum of 12,500 Barrels of the same product must be consigned to a Destination.

GENERAL RULES AND REGULATIONS

ITEM 100 - MINIMUM CONSIGNMENT (Continued)

(2) Any quantity of barrelage may be consigned to a Destination provided that the Carrier can consolidate such consignment with other barrelage so that the total barrelage is 12,500 or more Barrels of the same specifications consigned to the same Destination by the same or other Consignors.

(3) Any quantity of barrelage may be consigned to a Destination provided that the Carrier can consolidate such consignment with other barrelage so that the total barrelage is 5,000 or more Barrels of the same specifications consigned to the same Destination by the same or other Consignors and further provided that the Carrier can consolidate the 5,000 Barrels with 12,500 or more Barrels of the same specifications consigned by the same or other Consignors to a Destination on the same line situated beyond the Destination to which the 5,000 Barrels are destined.

ITEM 105 - SEGREGATION AND VARIATIONS IN QUALITY AND GRAVITY

Carrier shall not be liable for variation in gravity or quality of petroleum products occurring while in its custody, resulting from normal pipeline operations and is under no obligation to deliver the identical petroleum products received.

ITEM 110 - DELIVERY ADJUSTMENTS - EXPLORER PIPELINE SYSTEM

Subject to Item 30 and Item 185, Carrier shall account to each Shipper for 100 percent of products received, except interface of commingled products in each calendar month will be allocated on a monthly basis among the Shippers in the proportion that the total number of Barrels delivered from the entire system for each Shipper bears to the total number of barrels delivered from the entire system for all Shippers.

Carrier will provide limited tankage only for accumulating interface material from the mainline. Disposal of this material will be as follows:

(1) Interface generated between products of compatible specifications will be divided equally (50-50) between those shipments which precede and follow this interface.

(2) The interface of commingled products occurring in the mainline between products having unlike, basic, physical characteristics, which cannot be readily absorbed into the shipments immediately preceding and following the interface (noncompatible interface), shall be retained in Carrier's custody for disposal for the account of the Shippers. The total of such noncompatible interface material in any calendar month will be allocated among the Shippers in the proportion that the total number of Barrels delivered from the entire system for each Shipper bears to the total number of barrels delivered from the entire system for all Shippers during that calendar month. The interface material will be sold on a bid or contractual basis for the account of the shippers, each Shipper to be credited with its proportionate share of the net proceeds of the sale, less transportation charges. The carrier shall settle accounts with each Shipper as provided in this item.

(3) If a Shipper tenders product which can neither be blended into nor absorb a blend of at least 5 percent of gasolines or distillates, that Shipper will be required to accept delivery of the interface created by this movement or pay the costs incurred in its disposition.

(4) On lateral stub lines, interface material will be distributed equally among the number of Shippers who participated in movements which generated interface. This interface material will be delivered in kind to each shipper's tankage which they are required to provide for receipt of this material.

ITEM 115 - RECONSIGNMENT - MPL SYSTEM

If no out-of-line or backhaul movement is required and if the current scheduled operations will permit, Consignor may reconsign, without charge, any shipment that is in Carrier's possession to Destinations, or any point directly intermediate thereto, or to Destinations on other pipelines named in tariffs issued by or concurred in by Carriers party to this tariff, lawfully on file with the F.E.R.C. and/or State Commissions, subject to the rates, rules and regulations applicable from point of Origin to actual final Destination. Reconsignments are not permitted from terminals not owned by Carrier.

If a Shipper elects to use automatic reconsignments to cover negative inventory positions, the locations from which the product will be reconsigned must be specified. A negative inventory position will be allowed to remain for three (3) working days. After three (3) days, volumes in the account of a Shipper having a negative inventory position will be reconsigned automatically from other locations on MPL to eliminate the negative inventory position.

Transit Time is applied on reconsignments of Open Stock Grades for Transit Time Shippers. Intransit inventory for the Open Stock Grades is automatically released for loading when the Transit Time from the Origin to the Destination has been met.

GENERAL RULES AND REGULATIONS

ITEM 115 - RECONSIGNMENT - MPL SYSTEM (Continued)

Backhaul reconsignments are allowed only for Open Stock Grades by Open Stock Shippers and/or for Specialty Grades by Open Stock Status Shippers to correct inventory imbalances or errors made by Shippers in entering consignments. Backhaul reconsignments for barrels which are under Reconsignment Control (as described in Item 118 of this tariff) are not allowed under any circumstances. A reconsignment is considered a backhaul when the Transit Time from the Origin of the inventory to the new location is less than the Transit Time from the Origin to the original location.

Reconsignment shall not prevent or change the running of time used in computing the demurrage charge, except that no demurrage charge shall accrue thereon from midnight of the day such consignment is removed from the tankage for transportation to the Destination to which reconsigned.

ITEM 120 - APPLICATION OF RATES FROM OR TO INTERMEDIATE POINTS

Shipments of Petroleum Products accepted for transportation from any Origin or to any Destination not named in any tariff making reference hereto, which Origin or Destination is directly intermediate to any Origin or Destination from or to which a rate applying though such unnamed point is published, the Carrier will apply, from or to such unnamed intermediate point, the rate published from or to the next more distant point specified in the tariff.

ITEM 125 – IDENTITY OF SHIPMENT

Because it is impracticable to maintain the identity of each shipment or consignment of Petroleum Products, substitution of barrelage, but not substitution of one kind of petroleum product for another by Carrier, shall be permitted.

ITEM 130 – TERMINALING SERVICES MPL SYSTEM

The rates published in tariffs issued by or concurred in by MPL include the charges for line haul and the charges for loading into motor tank trucks through MPL terminal facilities. Terminal facilities include tanks, loading racks and meters. Carrier may require Shipper to provide storage for Non-Open Stock Petroleum Products.

ITEM 135 – DELIVERY TO DESTINATION

Upon arrival at Destination, Petroleum Products shall be delivered into terminal or other facilities provided by the Consignor or Consignee, or into terminal facilities furnished by the Carrier where Carrier furnishes terminal facilities, pending receipt by Carrier from Consignor or Consignee of instructions relative to the further transportation thereof. Carrier may require Shipper to provide storage for Non-Open Stock Petroleum Products.

ITEM 140 - MINIMUM DELIVERY FROM TERMINAL FACILITIES - MPL SYSTEM

Each delivery from Carrier's terminal facilities by Consignor or Consignee must not be less than 4,000 United States gallons in volume before temperature correction.

GENERAL RULES AND REGULATIONS

ITEM 145 - DEMURRAGE CHARGES - MPL SYSTEM

In order to provide space for delivery of succeeding shipments in Carrier's tankage or to otherwise prevent or relieve congestion at Destinations where Carrier provides tankage, Carrier may give notice to Consignors or Consignees to remove Petroleum Products from such terminal facilities. Petroleum Products specified in the notice which are not removed at the close of a five (5) day period, beginning the day after such notice is sent by the Carrier, shall be subject to a demurrage charge of [U] five (5) cents per Barrel per day until removed. Demurrage charges shall be payable upon presentation of an invoice by the Carrier.

ITEM 150 - FILTRATION AND SPECIAL TESTING SERVICE - MPL SYSTEM

When a Consignor or Consignee requires filtration and/or special testing of a Petroleum Product to guarantee a minimum of impurities more stringent than normally warranted by the Carrier, the Carrier will provide such service for a charge as set forth below:

Commercial Jet Fuel Filtration Removal of particular matter, free water and surfactants	[U] 5.50 Cents/BBL
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ITEM 155 - SPECIAL HANDLING SERVICES - MPL SYSTEM

Petroleum Products which require special handling in MPL's pipelines or terminals because of special properties and/or specifications or because demand is insufficient may, if economically feasible and otherwise practical, be handled for an additional charge as set forth below:

Premium Unleaded Gasoline Transported and Handled via Terminals NOT noted with a ‡	[U] 10.56 Cents/BBL
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Premium Unleaded Gasoline Transported and Handled via Terminals noted with a ‡	[U] 7.26 Cents/BBL
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ITEM 165- HIGH RVP UNLEADED GASOLINE

High RVP Unleaded Gasoline Shipments (FEBRUARY 1 THROUGH APRIL 15 – MPL SYSTEM)

From February 1 through April 15, MPL will transport unleaded gasoline having a Reid Vapor Pressure (RVP) which exceeds Carrier's normal Reid Vapor Pressure specifications, but which does not exceed ASTM D4814 Volatility Classifications at the time of Shipment for [U] 18.32 cents per barrel in addition to the published transportation rate.

Shipments will be scheduled only when MPL has determined that the volume, specifications and routing of the various Shipments will not impair its ability to comply with all Federal, State and Local regulations regarding the Reid Vapor Pressure of deliveries from Carrier's facilities. Scheduling of high RVP Shipments will be performed in a manner so as to avoid unjust discrimination or undue preference among Shippers.

High RVP Unleaded Gasoline Withdrawal (MAY 1 THROUGH SEPTEMBER 15– MPL SYSTEM)

Shippers must withdraw all high RVP gasoline (gasoline whose RVP is above the May 1 MPL delivery specifications found at www.magellanlp.com/specs.asp) from Carrier's inventory prior to May 1. All inventory transactions will be recorded on a First In First Out (FIFO) basis. Shippers with high RVP inventory in Carrier's system beyond May 1 can be charged [U] 123.84 cents per barrel per month. After May 1, Shippers will not be allowed to withdraw any high RVP gasoline inventories in Carrier's system until September 15.

GENERAL RULES AND REGULATIONS

ITEM 175 - STORAGE IN TRANSIT AT PORT ARTHUR, TX; HOUSTON, TX; GREENVILLE, TX; and TULSA, OK - EXPLORER PIPELINE SYSTEM

When requested in writing at the time of tendering for Shipment, Shipments of Petroleum Products may be stopped for a period of not more than one year for storage in facilities furnished by the Consignee at Houston, TX; Greenville, TX; or Tulsa, OK; or arranged for with the Carrier, under Item 180, at Port Arthur, TX; Greenville, TX; or Tulsa, OK. The rate applying from point of origin to the point of storage shall be collected on all Shipments moving under the storage in transit privilege. If the Petroleum Product is reshipped within a one (1) year period, counting from the date it is delivered into tankage at the transit storage point, the Carrier shall collect additional transportation charges based on the difference between the rate paid to the transit storage and the rate applicable from the Origin point to the final Destination in effect on the date of original Shipment. In the event the Petroleum Product is not reshipped within the one (1) year period, the rate in effect on date of reshipment from Carrier's point of origin nearest to the point of storage (the rate from Pasadena will apply on movements from storage at Greenville) to ultimate destination shall be collected.

Petroleum Products offered for reshipment under this in transit provision will be accepted for Shipment when injections into compatible products can be made, authorized by the Consignee, or at such times as it will not interfere with or delay movements of products from points of Origin.

When Shipments leave the custody of the Carrier, the Consignee shall cause accurate records to be kept showing the volume of transit barrelage on hand at the transit point.

The Carrier shall have access to transit records at all times and if requested by the Carrier, the Consignee shall certify under oath as to the accuracy of such records.

Carrier will not be liable for product loss, discoloration, contamination, or deterioration of Petroleum Products in transit storage furnished by Consignee. While products are in storage tanks of the Carrier, arranged for under Item 180, evaporation losses will be for the account of the Consignee and any other liability of the Carrier is subject to the provisions of Items 105 and 200.

ITEM 180 - IN TRANSIT STORAGE, TANKAGE AT PORT ARTHUR, TX; GREENVILLE, TX; and TULSA, OK - EXPLORER PIPELINE SYSTEM

Within the limits of space, which may be determined by Carrier to be available from time to time, Carrier will furnish tankage for in transit storage at Port Arthur, TX; Greenville, TX; and Tulsa, OK. In addition to all other applicable charges Shippers or Consignees requesting in transit storage space shall pay in accordance with the schedule below per Barrel per month or any fraction of a month of tank space reserved for such Shipper or Consignee. A separate storage agreement, in accordance with this Tariff and these rules and regulations, covering further details will be required of the Shipper or Consignee.

1 Month through 5 Months [U] 18 cents per Barrel per month
6 or More Months	[U] 16 cents per Barrel per month

In the event Shipper or Consignee fails to reship or otherwise remove its Petroleum Products from Carrier's tankage at the expiration of the storage period arranged with Carrier, then Carrier shall have the right, on 24 hour notice to Shipper or Consignee, to divert, reassign, or make whatever arrangements for disposition of the Petroleum Products it deems appropriate to clear its facilities, including the right of sale as provided in Item 70. The tankage offered by the Carrier under this Item is only that constructed for normal breakout tankage within Carrier's system which from time to time may be surplus to Carrier's operating needs and available for storage of Shipper's volumes.

ITEM 185 - CHARGES FOR SPILL COMPENSATION ACTS AND REGULATIONS

In addition to the transportation charges and all other charges accruing on Petroleum Products accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against the Carrier in connection with such Petroleum Products pursuant to any Federal, State, or local act or regulation which levies a tax, fee, or other charge on the receipt, delivery, transfer, or transportation of such Petroleum Products within their jurisdiction for the purpose of creating a fund for the prevention, containment, clean up, and/or removal of spills and/or reimbursement of persons sustaining such costs or losses therefrom.

GENERAL RULES AND REGULATIONS

ITEM 190 – COMMUNICATION FACILITIES - MPL SYSTEM

Shippers may use the Message Facility of Carrier's "ATLAS" system to conduct pipeline business only. All messages are subject to audit. Use of the carrier's ATLAS system for any purpose other than to conduct pipeline business will cause Shipper's privilege of use to be suspended for twelve (12) months. Carrier will not be liable for non-delivery of messages or for errors or delays in transmission or interruption of such service.

ITEM 195 - DUTY OF CARRIER

The Carrier shall transport and deliver into terminal facilities at Destination, with reasonable diligence, the quantity of Petroleum Products accepted for transportation, less the appropriate tender deduction.

In the event of nondelivery due to interface cuts or other operating losses in excess of the tender deduction, the Carrier shall have the right to satisfy any claim by product replacement or cash payment.

ITEM 200 – LIABILITY

The Carrier shall not be liable for any delay in transportation or terminaling services or loss of Petroleum Products caused by acts of God; storm, flood, extreme weather, fire, explosion; war, invasion, terrorism, hostilities, rebellion, insurrections, riots; strikes, picketing or other labor stoppages, whether of Carrier's employees or otherwise; electrical or electronic failure or malfunction; communications failure or malfunction; computer hardware and/or software failure, malfunction; breakage or accident to machinery or equipment; proration; temporary restraining orders, injunctions or compliance orders issued by courts or governmental agencies; seizure or destruction under quarantine or customs regulations, or confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or any cause not due to fault or negligence of Carrier. In the event of such loss, each owner shall bear the loss in the same proportion as its share of the total quantity of the kind of product involved in the loss in the custody of the Carrier at the time of such loss. Each Shipper or Consignee shall be entitled to receive only so much of its share remaining after its due proportion of the loss is deducted. The Carrier shall compute the quantities of loss and shall prepare and submit a statement to the Shippers or Consignees showing the apportionment of the loss among the Shippers or Consignees involved.

Carrier will transport and deliver Petroleum Products with reasonable diligence and dispatch, but will not be liable for delays in transportation of Petroleum Products to a particular market.

The Carrier shall not be liable for discoloration, contamination or deterioration of Petroleum Products transported unless such discoloration, contamination or deterioration results from the negligence of the Carrier. In the event of such damage, each Shipper's or Consignee's share of the damaged Petroleum Product shall be in the same proportion as its share of the total quantity of shipments involved and each such Shipper or Consignee shall be allocated only its proportionate share of damaged Petroleum Product.

Inventory Owner shall protect, indemnify, defend and hold Carrier, its parent and affiliates harmless from and against all claims, losses, suits, liabilities, fines, penalties, damages and expenses (including reasonable attorneys' fees and expenses) of any kind or character arising from or related to (1) negligent or willful acts or omissions on the part of Inventory Owner, its employees, agents or contractors (including, but not limited to, any contractors transporting products(s) to or from any location on Carrier's system), or (2) liability arising from the chemical characteristics of product(s), except to the extent such liability arises from Carrier's negligence.

Product(s) in this Item refers to any individual product, as defined in this Tariff (in Item 20 - Petroleum Products Defined), or any combination thereof, whether achieved via in-line (automated) or splash (manual) blending.

In no event shall Carrier be liable to any Shipper or Inventory Owner for any losses, liabilities or damages, including special, punitive, exemplary, consequential, incidental or indirect losses or damages howsoever caused, (including but not limited to loss of revenue, loss of profits or present or future opportunities) whether or not foreseeable, and irrespective of the theory or cause of action upon which such damages might be based, except for such actual losses or damages sustained as a result of, and to the extent of, Carrier's negligence.

GENERAL RULES AND REGULATIONS

ITEM 205 - CLAIMS: TIME FOR FILING

Notice of any claim for loss, damage or liability for or in connection with Petroleum Products ("Claim", whether one or more) must be made in writing to the Carrier within nine (9) months after delivery of the Petroleum Products at the applicable Destination(s), or, in the case of a failure of Carrier to so deliver, then within nine (9) months after a reasonable time for delivery has elapsed. Failure to give such notice of any Claim shall be deemed to be a waiver and release of such Claim and of all rights to assert such Claim, and Carrier shall have no liability or obligation with respect thereto.

Suit against Carrier for any Claim must be instituted within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that the Carrier has disallowed all or any part of such Claim. Any Claim for which suit has not been instituted in accordance with the foregoing provisions shall be deemed to have been waived, relinquished and released, and Carrier shall have no liability or obligation with respect thereto.

EXPLANATION OF ABBREVIATIONS

API	American Petroleum Institute
E.P.L.	Explorer Pipeline Company
F.E.R.C.	Federal Energy Regulatory Commission
No.	Number
p.s.i. RVP	pounds per square inch Reid Vapor Pressure
State Abbreviations	U.S. Postal Service Two-Letter Abbreviations
MPL	Magellan Pipeline Company, L.P.

EXPLANATION OF REFERENCE MARKS USED

‡ No terminal facilities provided by Carrier. Tariff rate is for line haul only. Additional contracts for loading or other services may be required.

[U] Unchanged rate

[W] Change in wording only